



Justin Emert
421 NE 6th St. Apt. 322
Fort Lauderdale, FL 33301

July 23, 2021

Dear Justin,

Your separation from Espire Ads LLC ("Espire" or the "Company", effective March 18, 2021, according to the terms of our agreement triggers repurchase of all 70 of your equity units, shares, rights, or any other interest you have in the Company. This letter is intended to formally record the terms of our agreement. Please confirm your agreement to the following terms by returning a signed copy of this letter to me.

1. Payment. The Company will pay you \$10,000 Dollars (ten thousand dollars) as full consideration for all of your 70 equity units, shares, rights, or any other interests you have in the Company by virtue of your withdrawal as an equity holder and the waiver and release set forth herein. A direct deposit for this amount will be made to you within five (5) days of our receipt of your signature and the return of all certificates representing your equity Units in the Company. Please overnight share certificate to 3610 Central Avenue 4th floor Suite 42 Riverside, Ca 92506.
2. Waiver and Release of Claims. You agree that you are knowingly and voluntarily, after adequate opportunity to review these provisions and to obtain the advice of legal counsel of your choice, executing and delivering this agreement and release with the express intention of extinguishing any rights regarding your investment which you may have with regard to the Company through the date on which you sign this agreement. You expressly release and discharge the Company and any of its equity members, employees, officers, attorneys, board members or agents (hereafter the "Released Parties") either in their capacity at the Company or as individuals, from any and all claims of money, employment, demands, actions, judgements, and executions that you ever had, now have, or may have that are known or unknown or that anyone claiming under you or through you may have or claim to have whether in tort, contract, or otherwise based upon common law, equity or any statute of any State of the United States (including, without limitation, any rights or claims under or relating to the Espire Ads, LLC Amended and Restated Operating Agreement (the "Operating Agreement") investment in the Company. You acknowledge that this Agreement") against the Released Parties in their capacity at the Firm or as individuals created by, arising out of, or in any manner related to, your



investment in the Company. You acknowledge that this Release includes all claims you are legally permitted to release.

This means that you also waive any and all rights that you may have under any state or federal statute or common law principles that would otherwise limit the releases and waivers contained in this agreement. To the extent applicable, you also hereby waive the provisions of section 1542 of the California Civil Code, which states:

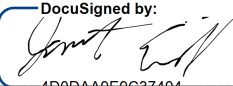
"A General release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The release of unknown claims was specifically bargained for and is an integral aspect of this agreement.

3. Confidentiality. You and the Company agree that the existence and terms of this agreement and release are confidential and shall not be disclosed to any other person or entity unless required by law. You agree that the information contained herein will be transmitted only to your tax and legal advisors and the Company agrees that the information will be transmitted only to those who have a need to know to execute the terms and conditions of the agreement or to fulfill their internal management and personnel obligations.
4. Non-Disparagement, Competition and Confidentiality. You and the Company agree that neither party, either orally or in writing, shall make any statement or comment that could reasonably be expected to impair or disparage the personal or business reputation of the other. You understand that your competition, solicitation, and confidentiality obligations to the Company, (including, without limitation, those obligations arising under Article X of the Operating Agreement) survive this agreement.
5. Enforcement and Choice of Law. If either party is required to enforce the terms and conditions of this Agreement by judicial action, the laws of the State of California will apply.

Please sign below and return a copy to confirm your agreement to these terms.

Accepted and Agreed

DocuSigned by:

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Justin Emert

Sincerely,

Lisa Navarro
Chief Executive Officer

7/24/2021

Dated